

Committee Amendment Form

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Ordinance I.D.	Section (s) Caption and Section 3
Resolution I.D # 03-R-0121	Paragraph
Agenda Date 1-29-03	Submitted By Sherisse McLaurin

Amendment

[illegible]

A RESOLUTION
BY:

Cesar C. Mitchell

03-R-0121

Police Chief

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY PROFESSIONAL SERVICES CONTRACT WITH A CERTAIN RETIRED SWORN CITY EMPLOYEE, PURSUANT TO SECTION 3-505(A) OF THE CITY OF ATLANTA CHARTER; TO AUTHORIZE ~~THE CITY ATTORNEY~~ TO ENGAGE THE SERVICES OF SAID RETIREE FOR THE PURPOSE OF ASSISTING THE ATLANTA POLICE DEPARTMENT TO PREPARE FOR AN AUDIT SCHEDULED BY THE FEDERAL BUREAU OF INVESTIGATION AND TO TRAIN A SUCCESSOR; TO AUTHORIZE EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$9,000.00 TO BE CHARGED TO AND PAID FROM 1A01 724001 X12001, STAFF SUPPORT (FUND ACCOUNT AND CENTER) TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, Senior Patrol Officer C. Joe Carone retired in good standing from the Atlanta Police Department (APD) on December 16, 2002; and

WHEREAS, S.P.O. Carone's most recent assignment with APD was Uniform Crime Report (UCR) Coordinator in the Central Records Unit; and

WHEREAS, the Federal Bureau of Investigation (FBI) recently notified APD that a routine audit of the APD Central Records Unit to assure UCR conformance is scheduled for February 5, 2003; and

WHEREAS, as none of the current APD staff has the necessary expertise to prepare for the FBI audit, the APD desires to re-hire S.P.O. Carone on a temporary basis to prepare for the audit, to assist during the audit, and to train a successor; and

WHEREAS, the Chief of Police and Chief Financial Officer have confirmed the exigency of retaining this special and particularized service by a

professional service contract with a sworn retiree pursuant to Section 3-505 of the City Charter.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA hereby resolves as follows:

SECTION 1: The Mayor or her designee is authorized to execute a temporary professional services contract between the City and former S.P.O. C. Joe Carone for a period not to exceed forty-five business days, for the purpose of assisting the APD Central Records Unit to prepare for and assist with a UCR conformance audit scheduled by the FBI, and to train another officer(s) to perform this function.

SECTION 2: The fees for said services shall not exceed \$200 per day and shall be paid on a daily reimbursement basis. The contract authorized by this Resolution shall terminate after three months, or upon 14 days notice by either party. The contract authorized by this Resolution shall not include paid vacation or sick leave.

SECTION 3: That the Chief Financial Officer is hereby authorized to remit payment of all costs due for services rendered by S.P.O. C. Joe Carone in connection with forgoing matters, once approved for payment by the City Attorney, in an amount not to exceed \$200 per day or a total of \$9,000.00, 1A01 724001 X12001, Staff Support (Fund Account and Center).

SECTION 4: The contract authorized by this Resolution, which shall be substantially similar to that attached hereto as Exhibit "A," shall not become binding on the City and the City shall incur no liability there under until such contract has been executed by the Mayor, sealed by the Municipal Clerk and delivered to the contracting party.

SECTION 5: All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

EXHIBIT "A"

State Of Georgia

County Of Fulton

AGREEMENT FOR UCR COORDINATOR SERVICES

This Agreement is made and entered into this the _____ day of January, 2003, by and between THE CITY OF ATLANTA, a municipal corporation of the State Of Georgia, (hereinafter referred to as the "CITY"), and C. Joe Carone (hereinafter referred to as "CARONE.").

WITNESSETH

WHEREAS, Carone rendered distinguished service to the Atlanta Police Department (APD) from January of 1973 until December of 2002; and

WHEREAS, Carone retired at the rank of Senior Patrol Officer and he was assigned as the Uniform Crime Report (UCR) Coordinator for the APD Central Records Unit; and

WHEREAS, the Chief of Police has determined that there exists an urgent need to prepare for a UCR conformance audit scheduled by the Federal Bureau of Investigation to take place on February 5, 2003, but there is currently no staff in the Police Department skilled in such preparation; and

WHEREAS, the Chief of Police has determined and now certifies that this special and particularized service should be filled by a professional service contract with a sworn retiree pursuant to Section 3-505 of the City Charter for a period not to exceed forty-five business days; and

WHEREAS, Carone is qualified, ready, willing, and able to provide such services to the Atlanta Police Department under the terms and conditions hereinafter set forth;

WHEREAS, the Mayor is authorized to enter into this Agreement by certain legislation 03-R_____ adopted by Council on _____ and approved by the Mayor on _____, which is attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto do agree as follows:

1.

Carone agrees to prepare for and assist with the FBI audit, and to train another officer(s) to provide such service in the future, in a competent, thorough and efficient manner.

2.

During the term of this Agreement, Carone shall report to and be supervised by the Chief of Police or his designee; however, as an independent

contractor, Carone shall enjoy the right to control the time, manner, and method of the performance of his work.

3.

The City agrees to provide Carone with the use of office space, furniture, equipment and supplies as needed, as well as office support and clerical assistance during the contract term.

4.

In consideration for such UCR coordination services, the City agrees to pay Carone the amount of \$200.00 per day for a period not to exceed forty-five business days, commencing January _____, 2003 and ending _____, 2004, at a cost to the City not to exceed \$9,000.00.

5.

The parties agree that service hereunder shall not constitute re-employment by the City and Carone shall not acquire any civil service rights, employee benefits, including paid vacation or sick leave, or any additional pension rights by virtue of this Agreement. The parties further agree that Carone shall be entitled to continue to receive his regular pension payments, and that he will not be required to make any contribution to the pension fund as a result of this Agreement.

6.

Either party upon fourteen (14) days prior written notice to the other may terminate this Agreement.

7.

Compensation to Carone for services performed under this agreement shall be on a reimbursement basis at the daily rate, to be charged to and paid from fund account and center numbers . Carone agrees to keep sufficiently detailed records so as to easily ascertain the appropriate source of payment for all services performed pursuant to this agreement.

8.

Carone shall maintain all appropriate licenses and certifications throughout the term of this agreement.

9.

The parties hereto agree that the terms of this Agreement, as contained herein, shall constitute the whole and entire agreement between them. Any changes which may be mutually agreed upon by and between the City and Carone shall be effective and enforceable only after a written amendment to this Agreement has been duly authorized by Council and executed by both parties.

IN WITNESS WHEREOF, the City of Atlanta, by and through its duly authorized officials, and C. Joe Carone have executed this Agreement, attested same, and affixed their respective seals hereunto, as of the day and year first above written.

CONSULTANT

C. JOE CARONE, CONSULTANT

Sworn to and subscribed before me
this ____ day of January, 2003.

Notary Public

CITY OF ATLANTA

ATTEST:

Municipal Clerk

Shirley Franklin, Mayor

Richard L. Pennington
Chief of Police

Lynette Young
Chief Operating Officer

Richard Anderson
Chief Financial Officer

Adam Smith
Chief Procurement Officer

Approved as to Form:

Department of Law

Law rrrn 1/6/2003 12:55:45 PM